

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE FEDERAL AVIATION ADMINISTRATION
FOR THE COORDINATION OF AGENCY RESPONSIBILITIES**

This Memorandum of Understanding (MOU) is entered into by and between the DEPARTMENT OF THE ARMY (hereinafter the "Corps"), represented by the Division Engineer of the Great Lakes and Ohio River Division, U.S. Army Corps of Engineers, and the FEDERAL AVIATION ADMINISTRATION (hereinafter the "FAA"), Great Lakes Region, Airports Division.

1. PURPOSE.

The purpose of this MOU is to establish a framework under which the implementation of Corps' and FAA's respective responsibilities under the Rivers and Harbors Act, approved March 3, 1899 (33 USC 401, *et seq*), Section 404 of the Clean Water Act (33 USC 1344), the National Environmental Policy Act of 1969 (NEPA) (42 USC 4321 *et seq*), and the Corps' Regulatory Program (33 CFR 320-331) associated with aviation projects may be streamlined and made more efficient. This MOU will apply to FAA projects in Indiana, Illinois, Michigan and Ohio that are within the Great Lakes and Ohio River Division's Regulatory Program jurisdiction. The provisions of this MOU do not replace but are supplemental to the Council on Environmental Quality (CEQ) regulations, (40 CFR Parts 1500-1508), FAA's or the Corps' regulations regarding Cooperating Agencies.

2. AUTHORITY.

In accordance with the spirit and intent of interagency coordination directed by NEPA, and consistent with the Council of Environmental Quality's implementing regulations for the NEPA at 40 CFR 1500 *et seq* that encourage avoidance of duplicative compliance efforts, the Corps and the FAA are authorized to enter into this MOU. The FAA is further authorized to enter into this MOU in accordance with FAA Order 5050.4A, *Airport Environmental Handbook*, and FAA Order 1050.1D, *Policies and Procedures for Considering Environmental Impacts*, as amended.

3. STATEMENT OF MUTUAL BENEFITS AND INTERESTS.

a. The Corps regulates certain activities in the nation's waters in accordance with Section 404 of the Clean Water Act, through the implementing regulations found at 33 CFR 320, *et seq*. Further, the Corps balances favorable impacts against possible detrimental impacts in its NEPA analysis when conducting the public interest review.

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b. The FAA is required, under NEPA, to conduct an Environmental Impact Statement (EIS) for potentially significant Federal actions, including consultation with other Federal agencies as appropriate.

c. The FAA, as stated in FAA Order 5050.4A, *Airport Environmental Handbook*, and FAA Order 1050.1D, *Policies and Procedures for Considering Environmental Impacts*, as amended, shall carefully consider and weigh environmental amenities and values in a timely manner in evaluating proposed Federal actions relating to airport planning and development, utilizing a systematic interdisciplinary approach and involving local and state officials and individuals having that expertise.

d. The FAA's objective is to enhance environmental quality and avoid or minimize adverse environmental impacts that might result from a proposed Federal action in a manner consistent with the FAA's principal mission to provide for the safety of aircraft operations.

4. CORPS RESPONSIBILITY.

a. When requested by the FAA, the Corps will attend and participate in project meetings for FAA projects that propose to impact waters of the U. S. within the geographical boundaries of the Great Lakes and Ohio River Division's Regulatory Program to the extent that such attendance and participation is warranted, feasible, and appropriate as determined by the Corps.

b. The Corps will provide timely reviews of all submitted FAA documents and provide written responses, as appropriate, for FAA projects that propose to impact waters of the U. S. within the geographical boundaries of the Great Lakes and Ohio River Division's Regulatory Program.

c. In cooperation with the FAA, the Corps will identify opportunities for project-specific interagency consultation and coordination meetings, particularly involving the U.S. Environmental Protection Agency, the U. S. Fish and Wildlife Service, and appropriate state and local resource agencies for FAA projects that are within the geographical boundaries of the Great Lakes and Ohio River Division's Regulatory Program.

5. FAA RESPONSIBILITY.

a. On a regular basis, recommended to be at least semi-annually, the FAA will provide an updated schedule of project EISs that would involve review by the Corps. This schedule shall contain the Corps file number (if available) and a project description, including the location, scope and the estimated EIS schedule.

b. The FAA will identify particularly complex, controversial, or special interest projects and establish specific contact procedures with the appropriate Corps district, as

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necessary, for each such project. This will be done at the discretion of and to the extent deemed feasible by the FAA in a spirit of cooperation with the Corps.

c. To the extent deemed practicable by the FAA, seek pre-draft EIS comments on Project Purpose and Need, Range of Alternatives to be Evaluated in Detail, and Identification of a Preferred Alternative.

6. MUTUAL AGREEMENTS.

a. The parties will encourage coordination agreements at the Corps District level and the FAA's Airports District Offices regarding specific projects where appropriate.

b. The parties will meet on an as needed basis to review the status of proposed aviation projects and plans, follow up on Corps and FAA commitments, and update schedules for completion of project permit evaluations.

c. The parties will follow a mutually agreeable review process for the solicitation of Corps comments on all EISs.

d. The parties will identify specific projects for which Corps and FAA coordination efforts shall be initiated.

e. The parties will identify specific contact persons for each project identified in Item 6.d. above.

f. Modifications and changes within the scope of this MOU shall be made by mutual agreement of both parties.

g. Any information furnished to the FAA or the Corps under this MOU is subject to the Freedom of Information Act [5 U. S. C. 552].

h. Either party, in writing, may terminate this MOU in whole or in part at any time before the expiration date (as stated in 6.j. below).

i. This MOU in no way restricts either the FAA or the Corps from participating in similar activities with other public or private agencies, organizations and individuals.

j. This MOU is executed as of the date of the last signature and, unless sooner terminated, is effective through January 1, 2009 at which time it will expire unless renewed.

k. This MOU is neither a fiscal nor a funds obligation document.

l. The Corps will maintain its independent review responsibilities in accordance with the Rivers and Harbors Act, approved March 3, 1899, Section 404 of the Clean

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Water Act, and NEPA and the regulations promulgated thereunder, and, where applicable, will fully retain all its rights and responsibilities to approve, disapprove or enforce all permits and permit conditions required by the project.

m. The FAA will fully retain all its rights and responsibilities under FAA Orders 5050.4A and 1050.1, as amended, and NEPA.

n. The principal contacts for this MOU are:


(1) For the FAA: Manager, Planning/Programming Branch, AGL-610.

(2) For the Corps: Regulatory Program Manager, CELRD-CM-O.

7. LIMITATION OF RESPONSIBILITIES.

All the Corps' and FAA's responsibilities under this MOU are subject to the availability of funds appropriated by Congress and subject to all applicable statutory and regulatory provisions governing each Agency.

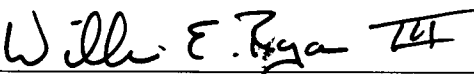
This MOU shall become effective when signed by the Commander, Great Lakes and Ohio River Division of the U. S. Army Corps of Engineers and the Airports Division Manager, Great Lakes Region, Federal Aviation Administration, as of the last written date below.



Jeri Alles
Airports Division Manager
FAA Great Lakes Region

NOV 05 2003

Date



William E. Ryan III
Colonel, Corps of Engineers
Acting Division Engineer

24 NOV 2003

Date